

# **Exhibit A**

1 TERRY BIRD  
2 twb@birdmarella.com  
3 BIRD, MARELLA, BOXER, WOLPERT,  
4 NESSIM, DROOKS & LINCENBERG, P.C.  
5 1875 Century Park East, 23rd Floor  
6 Los Angeles, California 90067-2561  
7 Telephone: (310) 201-2100  
8 Fax: (310) 201-2110

9 Attorneys for Plaintiff National Credit Union  
10 Administration Board

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

13 NATIONAL CREDIT UNION  
14 ADMINISTRATION BOARD,  
15 as Liquidating Agent of U.S. Central  
16 Federal Credit Union and of Western  
17 Corporate Federal Credit Union,

18 Plaintiff,

19 vs.

20 GOLDMAN, SACHS & CO., GS  
21 MORTGAGE SECURITIES CORP.,  
22 and RESIDENTIAL ACCREDIT  
23 LOANS, INC.,

24 Defendants.

Case No. CV-11-6521 GW(JEMx)

**CONTRIBUTION BAR ORDER**

Am. Compl. filed: October 29, 2012

Judge: Hon. George Wu

Courtroom: 10

**[PROPOSED] CONTRIBUTION BAR ORDER**

WHEREAS, the Court has been informed that Plaintiff, National Credit Union Administration Board (“NCUA”), as Liquidating Agent of U.S. Central Federal Credit Union (“U.S. Central”), Western Corporate Federal Credit Union, and Southwest Corporate Federal Credit Union, and Defendants Goldman, Sachs & Co. and GS Mortgage Securities Corp. (collectively, “Goldman Sachs”; together with NCUA, the “Settling Parties”), have reached a settlement and entered into a Settlement Agreement in connection with *NCUA v. Goldman, Sachs & Co.*, No. 11-6521 (C.D. Cal.) (the “*GS California* Action”), and *NCUA v. Goldman, Sachs & Co.*, No. 13-6721 (S.D.N.Y.) (the “*GS SDNY* Action” and, together with the *GS California* Action, the “Settled Actions”); and

WHEREAS, the *GS California* Action asserted (among other claims) claims against Goldman Sachs arising from U.S. Central’s purchase of FHLT 2006-D 2A4 (CUSIP 35729VAE7) and FHLT 2006-D M1 (CUSIP 35729VAF4) (together, the “Overlapping Securities”);

WHEREAS, *NCUA v. RBS Securities, Inc.*, 11-cv-2340 (D. Kan.) (the “*RBS Kansas* Action” or the “Other Action”), involves claims brought by Plaintiff against RBS Securities, Inc. (“RBS”) and Fremont Mortgage Securities Corp. (“Fremont”) arising from U.S. Central’s purchase of the Overlapping Securities;

WHEREAS, the Settling Parties have moved the Court for an order barring claims by the non-settling defendants and any other alleged joint tortfeasors for contribution or indemnity arising from the Overlapping Securities;

WHEREAS, in the Settled Actions, the Settling Parties will move for entry of an order of voluntary dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) dismissing all claims therein as against Goldman Sachs with prejudice after the Courts resolve the motion for contribution bar order; and

WHEREAS, for good cause shown, and upon due consideration of the Settling Parties’ motion for entry of this Bar Order;

Contribution Bar Order

1 IT IS ORDERED that (a) RBS and Fremont, (b) any other person or entity  
2 later named as a defendant in the Other Action, and (c) any other person or entity  
3 that becomes liable to NCUA, to any current non-settling defendant in the Other  
4 Action, or to any other alleged tortfeasor, by reason of judgment or settlement, for  
5 any claims that are or could have been asserted in the Other Action relating to the  
6 Overlapping Securities (collectively, the “Non-Settling Defendants”), are hereby  
7 permanently BARRED, ENJOINED, and RESTRAINED from commencing,  
8 prosecuting, or asserting any claim for contribution or indemnity (whether styled as a  
9 claim for contribution, indemnity, or otherwise) against Goldman Sachs, its present  
10 and former parents, subsidiaries, divisions, and affiliates, the present and former  
11 partners, employees, officers, and directors of each of them, the present and former  
12 attorneys, accountants, insurers (but not affecting any obligation owed to Goldman  
13 Sachs by any insurer), and agents of each of them, and the predecessors, heirs,  
14 successors, and assigns of each (collectively, the “Settling Defendants”), that seeks to  
15 recover from the Settling Defendants any part of any judgment entered against the  
16 Non-Settling Defendants and/or any settlement reached with any of the Non-  
17 Settling Defendants, in connection with any claims that are or could have been  
18 asserted against the Non-Settling Defendants that arise out of or relate to the  
19 Overlapping Securities, whether arising under state, federal, or foreign law as claims,  
20 cross-claims, counterclaims, or third-party claims, whether asserted in the Other  
21 Action, in any federal or state court, or in any other court, arbitration proceeding,  
22 administrative agency, or other forum in the United States or elsewhere;

23 IT IS FURTHER ORDERED that Goldman Sachs is hereby permanently  
24 BARRED, ENJOINED, AND RESTRAINED from commencing, prosecuting, or  
25 asserting any claim for contribution or indemnity (whether styled as a claim for  
26 contribution, indemnity, or otherwise) against any of the Non-Settling Defendants  
27 that seeks to recover any part of the settlement payment made by Goldman Sachs to  
28 NCUA in connection with the settlement of the Settled Actions, whether arising

Contribution Bar Order

1 under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-  
2 party claims, whether asserted in this action, in any federal or state court, or in any  
3 other court, arbitration proceeding, administrative agency, or other forum in the  
4 United States;

5 IT IS FURTHER ORDERED that NCUA shall provide any Non-Settling  
6 Defendant against which it obtains a judgment on claims related to the Overlapping  
7 Securities a judgment credit in an amount that is the greater of (a) the amount of  
8 NCUA's settlement with Goldman Sachs in the Settled Actions allocated to the  
9 Overlapping Securities, as reflected on the confidential schedule attached to the  
10 Settling Parties' settlement agreement as Confidential Exhibit D (the "Confidential  
11 Schedule"), or (b) for each such claim, state or federal, on which contribution or  
12 indemnity is available, the proportionate share of Goldman Sachs' fault as proven  
13 at trial;

14 IT IS FURTHER ORDERED that the Confidential Schedule shall not be  
15 disclosed to any person other than to a court of competent jurisdiction and necessary  
16 court personnel, except that (a) NCUA and/or Goldman Sachs shall disclose the  
17 Confidential Schedule upon order of a court of competent jurisdiction finding good  
18 cause for such disclosure, and (b) at the time a pretrial order is issued in any action in  
19 which NCUA asserts claims based on the Overlapping Securities (or, if such a pretrial  
20 order has been entered before the entry of this Order, promptly after this Order is  
21 entered), NCUA shall disclose the information in the Confidential Schedule pertaining  
22 to the Overlapping Securities to any Non-Settling Defendant against which NCUA  
23 asserts such claims.

24 Dated: \_\_\_\_\_, 2016  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

---

Hon. George H. Wu  
United States District Judge